LITERARY PROPERTY—COMMON LAW RIGHTS—COPYRIGHT.—The defendant, the author of an uncopyrighted and unpublished song, sold all his rights in it to the plaintiff. The defendant then copyrighted and published the song. In an action to restrain publication, and for an accounting, *held,* for the plaintiff. *Cortlander* v. *Bradford* (Sup. Ct. Westchester Co. 1921) 190 N. Y. Supp. 311.

Every unpublished product of mental labor which is in material form is the subject of literary property. See *New Jersey State Dental Society* v. *Dentacura Co.* (1898) 57 N. J. Eq. 593, 595, 41 Atl. 672. This includes musical compositions. *Stern* v. *Carl Laemle Music Co.* (1911) 74 Misc. 262, 133 N. Y. Supp. 1082, *aff'd* (1913) 155 App. Div. 895, 139 N. Y. Supp. 1146; *Carte* v. *Duff* (C. C. 1885) 25 Fed. 183 (*semble*). Like all property, literary property consists of a "bundle" of claims, privileges, powers and immunities. *Cf.* Hohfeld, *Fundamental Legal Conceptions* (1919). The rights of the owner of literary property are in general well settled. At common law his rights include the claim that no one else shall publish, the privilege of publishing, the privilege of making copies, the power to terminate all these rights by an unrestricted publication, and the power to convey his interest by assignment. *Cf. Palmer* v. *De Witt* (1872) 47 N. Y. 532; *Jeffreys* v. *Boosey* (1854) 4 H. L. C. *815, *866; *Parton* v. *Prang* (1872) Fed. Cas. No. 10784, 1277; *Calega* v. *Inter-Ocean Newspaper Co.* (C. C. A. 1907) 157 Fed. 186, 188. By statute he has the power by copyrighting to secure additional rights. (1909) 35 Stat. 1077, U. S. Comp. Stat. (1916) § 9524. In the instant case the defendant clearly violated the plaintiff's common law claim that he should not publish. But the defendant having as author secured a copyright under § 8 of the Copyright Act which allows an author or proprietor to obtain a copyright, would seem under a literal construction of § 1 (a) of that act, to have secured the exclusive privilege of publishing. (1909) 35 Stat. 1077, 1075, U. S. Comp. Stat. (1916) §§ 9524, 9517. Fortunately the courts in construing similar language in the previous Copyright Act have held that an author who is not a proprietor cannot copyright. *Dielman* v. *White* (C. C. 1900) 102 Fed. 892, construing (1891) 26 Stat. 1107. Adopting this construction the defendant's sale of all his rights included his power of copyrighting, and he was rightly restrained.

NEGOTIABLE INSTRUMENTS—TELEGRAM AS CHECK.—A depositor telegraphed the defendant bank to pay $3,056.56 to one S to whom he was indebted for that amount. The defendant never paid S. The plaintiff bank obtained a judgment against S and sued out a writ of garnishment against the defendant. *Held, inter alia,* the telegram was a check; therefore S had no claim against the defendant unless it was certified. *Southern Trust Co.* v. *American Bank, etc. Co.* (Ark. 1921) 229 S. W. 1026.

A telegram is a writing. *Ensign* v. *Cutlery Co.* (1917) 195 Mo. App. 584, 193 S. W. 961; *First Nat. Bank of Tulsa* v. *Muskogee Pipe Line Co.* (1914) 40 Okla. 603, 139 Pac. 1136. A signing by telegram is a valid signature on commercial paper. *First Nat. Bank of Tulsa* v. *Muskogee Pipe Line Co., supra.* Therefore the telegram in the instant case was in form a non-negotiable check. *Cf.* N. I. L. §§ 185, 126. Between the immediate parties a check is not enforcible unless delivered with the intention that it be effective as such. *Cf. In re Continental Engine Co.* (C. C. A. 1916) 234 Fed. 58; N. I. L. § 16; proposed Uniform Bills of Exchange Law adopted by The Hague Conference in 1912, c. 1, art. 101. A check so placed in the hands of the payee, is delivered. *Ex parte Bignold* (1826) 1 Deac. 712, 2 Mont. & A. 633; see 2 Daniels, *Negotiable Instruments* (6th ed. 1913) § 1582. In the instant case not only was the telegram sent to the bank, not to the payee; but also there is no evidence of an intent that it operate as a check. A check even if not negotiable is more than a direction to the bank